

EXHIBIT 2

PART 1

1 William J. Hoffman
2 In Pro Per as Receiver
3 9339 Genesee Ave Suite 130
4 San Diego, California 92121
5 Telephone: (858) 242-1222
6 Facsimile: (858) 242-1205
7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 WELLS FARGO BANK, N.A., as Trustee,
12 etc.,

13 Plaintiff,

14 v.

15 DDR MDT MV ANAHEIM HILLS LP, etc.,
16 et al.

17 Defendants.
18
19

CASE NO: CV 10-3493 EMC

RECEIVER'S FINAL ACCOUNT AND
REPORT

20 **I. INTRODUCTION**

21 I, William J. Hoffman, say:

22 I have personal knowledge of the facts recited herein, except where based upon
23 information and belief and as to those matters, I believe them to be true. If called upon, I could
24 and would testify completely thereto.

25 On August 24, 2010, the United States District Court for the Northern District of
26 California (the "Court") entered that certain Order Appointing Receiver Ex Parte and
27 Preliminary Injunction in Aid of Receiver ("Appointment Order"). The Appointment Order
28 appointed William J. Hoffman ("Receiver") as receiver over specific assets of DDR MDT MV

Anaheim Hills LP, etc., et al. ("Receivership Estate"). The subject Properties consists of twenty five former Mervyn's retail locations located in Arizona, California, Nevada and Texas (the "Properties"). The individual property addresses are as follows:

	Location Name	Address	City	State
1	Antioch East (DDR MDT MV Antioch LP)	2602 Somersville Road	Antioch	CA
2	Antioch Slatten (DDR MDT MV Slatten Ranch LP)	5849 Lone Tree Way	Slatten Ranch	CA
3	Clovis (DDR MDT MV Clovis LP)	100 Shaw Road	Clovis	CA
4	Folsom (DDR MDT MV Folsom LP)	1010 East Bidwell Steet	Folsom	CA
5	Madera (DDR MDT MV Madera LP)	1467 Country Club Drive	Madera	CA
6	Redding (DDR MDT MV Redding LP)	1755 Hilltop Drive	Redding	CA
7	Reno (DDR MDT MV Reno LLC)	6895 Sierra Center Parkway	Reno	NV
8	Santa Rosa (DDR MDT MV Santa Rosa LP)	600 Santa Rosa Plaza	Santa Rosa	CA
9	Sonora (DDR MDT MV Sonora LP)	1151 Sanguinetti Road	Sonora	CA
10	Tulare (DDR MDT MV Tulare LP)	1675 Hillman Street	Tulare	CA
11	Chandler (DDR MDT MV Chandler LLC)	2994 North Alma School Rd	Chandler	AZ
12	Mesa (DDR MDT MV Superstition Springs LLC)	6505 East Southern Ave	Mesa	AZ

13	Phoenix Deer (DDR MDT MV Deer Valley LLC)	4255 West Thunderbird Rd	Phoenix	AZ
14	Phoenix Silver (DDR MDT MV Silver Creek LLC)	4710 Easy Ray Road	Phoenix	AZ
15	Tucson (DDR MDT MV Tucson LLC)	3660 South 16 th Avenue	Tucson	AZ
16	San Antonio (DDR MDT MV Ingram LP)	6157 Northwest Loop 410	San Antonio	TX
17	Anaheim (DDR MDT MV Anaheim Hills LP)	8100 East Santa Ana Canyon Road	Anaheim	CA
18	Burbank (DDR MDT MV Burbank LP)	245 East Magnolia Blvd	Burbank	CA
19	Chino (DDR MDT MV Chino LP)	5517 Philadelphia Street	Chino	CA
20	Foothill Ranch (DDR MDT MV Foothill Ranch LP)	26732 Portola Parkway	Foothill Ranch	CA
21	Fullerton (DDR MDT MV North Fullerton 1 LP)	200 East Imperial Highway	Fullerton	CA
22	Garden Grove (DDR MDT MV Garden Grove LP)	13092 Harbor Blvd	Garden Grove	CA
23	Lompoc (DDR MDT MV Lompoc LP)	1600 North H. Street	Lompoc	CA
24	Palmdale (DDR MDT MV Palmdale LP)	1305 Rancho Vista Blvd	Palmdale	CA
25	Santa Maria (DDR MDT MV Santa Maria LP)	201 Town Center West	Santa Maria	CA

II. OVERVIEW

The Receiver hired Trigild, Incorporated ("Management Company") to assist with the day to day operation and accounting for the Properties.

At the time the Receiver was appointed, the Phoenix Silver location was under contract to be sold by the Defendant as part of a forbearance agreement. The Phoenix Silver location sold on December 9, 2010 to Hobby Lobby Stores, Inc. A true copy of the Special Warranty Deed is included herein as Exhibit "A."

The San Antonio location foreclosed on December 6, 2011 and 2005-C4 DMM Portfolio Properties, LLC purchased it at the foreclosure sale. A true copy of the Substitute Trustee's Deed is included herein as Exhibit "B."

The remaining Arizona locations foreclosed on August 9, 2012 and 2005-C4 DMM Portfolio Properties, LLC purchased them at the foreclosure sale. True copies of each of the Trustee's Deeds are included herein as Exhibit "C."

The California locations foreclosed on October 11, 2012 and 2005-C4 DMM Portfolio Properties, LLC purchased them at the foreclosure sale. True copies of the Trustee's Deeds on Sale are included herein as Exhibit "D."

The Reno location foreclosed on November 27, 2012 and 2005-C4 DMM Portfolio Properties, LLC purchased it at the foreclosure sale. A true copy of the Trustee's Deed on Sale is included herein as Exhibit "E."

	Location Name	State	Purchaser	Date
1	Antioch East (DDR MDT MV Antioch LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
2	Antioch Slatten (DDR MDT MV Slatten Ranch LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
3	Clovis (DDR MDT MV Clovis LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012

4	Folsom (DDR MDT MV Folsom LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
5	Madera (DDR MDT MV Madera LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
6	Redding (DDR MDT MV Redding LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
7	Reno (DDR MDT MV Reno LLC)	NV	2005-C4 DMM Portfolio Properties, LLC	November 27, 2012
8	Santa Rosa (DDR MDT MV Santa Rosa LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
9	Sonora (DDR MDT MV Sonora LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
10	Tulare (DDR MDT MV Tulare LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
11	Chandler (DDR MDT MV Chandler LLC)	AZ	2005-C4 DMM Portfolio Properties, LLC	August 9, 2012
12	Mesa (DDR MDT MV Superstition Springs LLC)	AZ	2005-C4 DMM Portfolio Properties, LLC	August 9, 2012
13	Phoenix Deer (DDR MDT MV Deer Valley LLC)	AZ	2005-C4 DMM Portfolio Properties, LLC	August 9, 2012
14	Phoenix Silver (DDR MDT MV Silver Creek LLC)	AZ	2005-C4 DMM Portfolio Properties, LLC	Sold December 9, 2010
15	Tucson (DDR MDT MV Tucson LLC)	AZ	2005-C4 DMM Portfolio Properties, LLC	August 9, 2012
16	San Antonio (DDR MDT MV Ingram LP)	TX	2005-C4 DMM Portfolio Properties, LLC	December 6, 2011
17	Anaheim (DDR MDT MV Anaheim Hills LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
18	Burbank (DDR MDT MV Burbank LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012

19	Chino (DDR MDT MV Chino LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
20	Foothill Ranch (DDR MDT MV Foothill Ranch LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
21	Fullerton (DDR MDT MV North Fullerton 1 LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
22	Garden Grove (DDR MDT MV Garden Grove LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
23	Lompoc (DDR MDT MV Lompoc LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
24	Palmdale (DDR MDT MV Palmdale LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012
25	Santa Maria (DDR MDT MV Santa Maria LP)	CA	2005-C4 DMM Portfolio Properties, LLC	October 11, 2012

Upon the transfer of possession of the Properties, the Receiver's office contacted utility companies to close accounts, cancel services for this location, and send the final bills.

Pursuant to the Appointment Order, the Receiver prepared this final accounting and report of the Properties.

III. PREMISES

Once appointed, the Receiver completed an intensive examination of the Properties and an initial takeover report to relay his preliminary findings to the Court and parties of record. For the ensuing months and throughout the remaining term of the receivership the Receiver completed a monthly property performance overview to detail the happenings at the Properties. The Receiver's final property performance overview is attached hereto as Exhibit "F."

IV. RECEIVER DUTIES

During the receivership the Receiver performed the following:

- Secured an EIN and opened bank accounts in the name of the Receivership Estate;

- Arranged for provisions of utility services;
- Assessed and corrected all existing and potential safety hazard;
- Ensured the Properties possessed and maintained proper insurance coverage;
- Ensured the Properties complied with demands of local and/or state regulatory taxing authorities;
- Retained leasing brokers to help market the Properties for lease.

V. LEASING

The Receiver entered into the following lease amendments and license agreements during the receivership period:

	Location Name	State	Title	Date	Tenant Name
1	Antioch East (DDR MDT MV Antioch LP)	CA	n/a- vacant	n/a	n/a
2	Antioch Slatten (DDR MDT MV Slatten Ranch LP)	CA	n/a- vacant	n/a	n/a
3	Clovis (DDR MDT MV Clovis LP)	CA	n/a- leased	n/a	n/a
4	Folsom (DDR MDT MV Folsom LP)	CA	n/a- leased	n/a	n/a
5	Madera (DDR MDT MV Madera LP)	CA	n/a- vacant	n/a	n/a
6	Redding (DDR MDT MV Redding LP)	CA	n/a- leased	n/a	n/a
7	Reno (DDR MDT MV Reno LLC)	NV	n/a- vacant	n/a	n/a
8	Santa Rosa (DDR MDT MV Santa Rosa LP)	CA	n/a- leased	n/a	n/a

1	9	Sonora (DDR MDT MV Sonora LP)	CA	First Amendment to Lease Agreement	May 19, 2011	JoAnn Stores, Inc.
2				Commencement Date Certificate and First Amendment to Shopping Center Lease Agreement	February 9, 2012	Petsmart, Inc.
3	10	Tulare (DDR MDT MV Tulare LP)	CA	n/a- leased	n/a	n/a
4	11	Chandler (DDR MDT MV Chandler LLC)	AZ	n/a- vacant	n/a	n/a
5	12	Mesa (DDR MDT MV Superstition Springs LLC)	AZ	n/a- leased	n/a	n/a
6	13	Phoenix Deer (DDR MDT MV Deer Valley LLC)	AZ	n/a- vacant	n/a	n/a
7	14	Phoenix Silver (DDR MDT MV Silver Creek LLC)	AZ	n/a- leased	n/a	n/a
8	15	Tucson (DDR MDT MV Tucson LLC)	AZ	n/a- leased	n/a	n/a
9	16	San Antonio (DDR MDT MV Ingram LP)	TX	n/a- vacant	n/a	n/a
10	17	Anaheim (DDR MDT MV Anaheim Hills LP)	CA	License Agreement	September 13, 2011	Cary, Inc.
11				License Agreement	September 5, 2012	Cary, Inc.
12	18	Burbank (DDR MDT MV Burbank LP)	CA	n/a- leased	n/a	n/a
13	19	Chino (DDR MDT MV Chino LP)	CA	n/a- leased	n/a	n/a
14	20	Foothill Ranch (DDR MDT MV Foothill Ranch LP)	CA	n/a- vacant	n/a	n/a
15	21	Fullerton (DDR MDT MV North Fullerton 1 LP)	CA	n/a- vacant	n/a	n/a

22	Garden Grove (DDR MDT MV Garden Grove LP)	CA	n/a- leased	n/a	n/a
23	Lompoc (DDR MDT MV Lompoc LP)	CA	n/a- vacant	n/a	n/a
24	Palmdale (DDR MDT MV Palmdale LP)	CA	n/a- leased	n/a	n/a
25	Santa Maria (DDR MDT MV Santa Maria LP)	CA	n/a- vacant	n/a	n/a

VI. FINANCIAL SUMMARY

Receiver's Final Accounting is based on the financial report produced by the Receivership Estate on December 5, 2012 and is considered to be estimates.

Included herein as Exhibit "G" are the Receipts/Disbursements for the receivership period. The Receiver charges/credits as follows:

Inception through December 5, 2012

Operating Account

Beginning Balance Cash	\$0.00
Total Receipts	\$28,915,026.68
Total Disbursement	(\$25,109,912.89)
Ending Balance Cash	\$3,805,113.79

The Receiver prepared an estimate of the anticipated closing costs to wind up the Receivership Estate. The estimated closing costs includes all known outstanding accounts payable owed from the Receivership Estate, along with the estimated accrued expense for service invoices that are due remain outstanding as of December 5, 2012.

As directed by the Appointment Order, the Receiver utilized funds generated from operations, rental proceeds, and lender advances and loans secured by Receiver certificates to fund operating costs and the administration of the Receivership Estate.

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The Receiver estimates the final cash statement will be as follows:

<u>As of December 5, 2012</u>	
Ending Cash Balance	\$3,805,113.79
Total Outstanding A/P	(\$93,467.44)
<u>Accrued Expenses</u>	<u>(\$1,461,042.58)</u>
FUNDS TO BE REMITTED TO PLAINTIFF	\$2,250,603.77

A detailed breakdown of the estimated anticipated closing costs is attached as Exhibit "H." The Receiver estimates \$2,250,603.77 will be available to remit to Plaintiff from the Receivership Estate once final bills are paid. The Receiver shall remit any amounts remaining in the Receivership Estate once all known expenses are paid.

VII. RECEIVER FEES

In accordance with the Appointment Order, the Receiver charged a rate of \$175.00 per hour.

<u>Receiver Fees per Month Paid</u>			
August	2010	\$694.75	(Paid)
September	2010	\$3,500.00	(Paid)
October	2010	\$1,382.50	(Paid)
November	2010	\$2,659.75	(Paid)
December	2010	\$2,651.25	(Paid)
January	2011	\$1,435.00	(Paid)
February	2011	\$1,458.88	(Paid)
March	2011	\$2,332.75	(Paid)
April	2011	\$3,202.75	(Paid)
May	2011	\$2,199.75	(Paid)
June	2011	\$3,118.50	(Paid)
July	2011	\$1,239.00	(Paid)
August	2011	\$2,173.50	(Paid)
September	2011	\$1,961.75	(Paid)
October	2011	\$2,103.50	(Paid)
November	2011	\$3,069.50	(Paid)
December	2011	\$1,433.25	(Paid)
January	2012	\$1,732.50	(Paid)
February	2012	\$1,522.50	(Paid)
March	2012	\$2,115.75	(Paid)
April	2012	\$1,113.00	(Paid)
May	2012	\$546.00	(Paid)
June	2012	\$661.00	(Paid)
July	2012	\$630.00	(Paid)
August	2012	\$1,554.00	(Paid)

September	2012	\$3,627.75	(Paid)
October	2012	\$1,172.50	(Paid)
Total Fees Paid		\$54,479.50	(Paid)

<u>Receiver Fees per Month Unpaid</u>			
November	2012	\$5,138.25	(Unpaid)
December	2012	\$2,486.00	(Unpaid)
Total Fees to be Paid		\$7,624.25	(Unpaid)

The fees are for expenses reasonably incurred in connection with the performance of the Receiver's duties, all costs are directly allocable to the Receivership Estate, and no costs of overhead are included in the Receiver's expenses. All unpaid fees owed to the Receiver will be paid upon submission of this report to the court, in accordance with the Appointment Order.

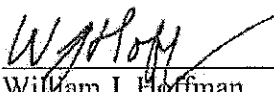
VIII. CONCLUSION

Pursuant to the Appointment Order, the Receiver has prepped this Final Account and Report.

I DECLARE under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 1/11/13

Respectfully Submitted,


 William J. Hoffman
 In Pro Per as Receiver

Exhibit

A

RECORDING REQUESTED BY AND
RETURN DOCUMENT TO:

Allen S. Brown
Commercial Accounts Administrator
Lawyers Title National Commercial
Services
2398 E. Camelback Road, Suite 350
Phoenix, AZ 85016

Mail Tax Statement To:

Hobby Lobby Stores, Inc.
Legal Department
7707 SW 44th Street
Oklahoma City, Oklahoma 73179
Attn: Sheri L. Mueller

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20101073277 12/09/2010 11:31
981694-4-5-1-
ELECTRONIC RECORDING

Escrow No. 21011-080026
Title Order No. 00961694-040-AB2 /
APN: 301-58-882

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

FOR the consideration of Ten Dollars (\$10.00), and other valuable considerations, **DDR MDT MV SILVER CREEK LLC**, a Delaware limited liability company hereby **GRANT(S)** to **HOBBY LOBBY STORES, INC.**, an Oklahoma corporation, the real property situated in Maricopa County, Arizona described as Parcel No. 1 on EXHIBIT A attached hereto and made a part hereof (the "Property").

TOGETHER WITH: any and all rights, benefits, privileges, easements, tenements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including, without limitation, Grantor's interest in Parcel No(s).2 and 3 described on EXHIBIT A attached hereto and made a part hereof;

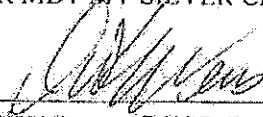
SUBJECT ONLY TO: (i) real estate taxes and assessments, both general and special, not yet due and payable, (ii) zoning and building ordinances, (iii) public streets and rights of way, and (iv) such other matters as set forth on EXHIBIT B attached hereto and made a part hereof.

And the Grantor hereby binds itself and its successors to warrant and defend the title against all acts of the Grantor herein, and no other, subject to the matters set forth.

DATED: DECEMBER 8, 2010

[Signature Page Follows]

DDR MDT MY SILVER CREEK LLC

By: 
Name: DAVID E. WEISS
Title: SR. VICE PRESIDENT

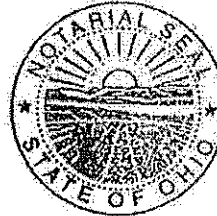
State of Ohio)
County of Cuyahoga) ss.

On December 6, 2010 before me,
Jeanne Joseph personally appeared
David E. Weiss

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me the he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature 



JEANNE JOSEPH
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires
September 7, 2014

Mail Tax Statements to: Same as above or address noted below.

EXHIBIT A

Legal Description

Parcel No. 1:

Lot 3, Silver Creek Plaza Amended, according to Book 371 of Maps, Page 11, records of Maricopa County, Arizona.

Parcel No. 2:

Non-exclusive easements for ingress and egress as set forth in Operation and Easement Agreement recorded October 7, 1993 in Document No. 93-0685629 and Supplement Declaration recorded in Document No. 94-0132497 and Supplemental Declaration recorded in Document No. 94-0362389 and First Amendment recorded March 3, 2003 in Document No. 2003-0262276, records of Maricopa County, Arizona.

Parcel No. 3:

An Easement, appurtenant to Parcel No. 1, for perimeter wall as set forth in Perimeter Wall Easement recorded in Document No. 94-0262156D, records of Maricopa County, Arizona.

EXHIBIT B

Permitted Exceptions

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto; whether or not shown by the public records.
3. Easements for public utilities, sidewalk and drainage as set forth on the recorded plat of said subdivision in Book 371 of Maps, page 11, and restrictions, reservations and conditions as follows:
 - a. That all utilities, including Street lights and electric lines up to and including 125K.V. installed with this development, shall be placed underground as conditioned upon a permit issued by the City of Phoenix.
 - b. No structures of any kind shall be constructed or placed within or over the public utility easements except wood, wire or removable section-type fencing and/or paving, nor any planting except grass.
 - c. No structure of any kind shall be constructed or any vegetation be planted nor be allowed to grow within the drainage easement which would impede the flow of water over, under or through the easement. The City of Phoenix may, if it so desires, construct and/or maintain drainage facilities on or under the land, in the easements.
4. Terms and conditions as contained in instrument entitled "Operation and Easement Agreement", recorded in Document No. 93-0685629, Supplemental Declaration recorded in Document No. 94-0132497, Supplemental Declaration, recorded in Document No. 94-0362389 and First Amendment recorded in Document No. 2003-262276.
5. Assignment and Assumption of Operating Agreements by and between MERVYN'S LLC, a California limited liability company, and MDS REALTY II, LLC, a Delaware limited liability company, dated September 2, 2004 and recorded September 22, 2004 as instrument number 20041105997, Official Records of Maricopa County, Arizona.
6. Easement for public utilities and drainage and rights incident thereto, as set forth in instrument recorded in Book 341 of Maps, page 16.
7. Easement for electrical facilities and rights incident thereto, as set forth in instrument recorded in Document No. 94-0353106.
8. Terms and conditions as contained in instrument entitled Building Code Compliance Covenant and Easement Agreement, recorded in Document No. 93-0826706.
9. Obligations to maintain and repair perimeter wall as contained in instrument entitled Perimeter Wall Easement, recorded in Document No. 94-0262156D. (Affects Parcel No.3)

Exhibit

B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBSTITUTE TRUSTEE'S DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF BEXAR §

WHEREAS, on September 16, 2005, **DDR MDT MV INGRAM LP, et al.**, as "Grantor", executed in favor of **DAVID C. YOUNG**, as "Trustee", that certain Fee and Leasehold Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents, and Security Deposits, duly recorded on September 28, 2005, as Document No. 20050223214, beginning at Book 11667, Page 1854, in the Official Public Records of Bexar County, Texas (the "Deed of Trust and Security Agreement"), and also executed that certain Assignment of Leases, Rents, and Security Deposits, duly recorded on September 28, 2005, as Document No. 20050223215, beginning at Book 11667, Page 1965, in the Official Public Records of Bexar County, Texas (the "Assignment of Leases"), both for the original benefit of **GERMAN AMERICAN CAPITAL CORPORATION**, both of which were subsequently assigned, first to **WELLS FARGO BANK, N.A.**, as Trustee for the Registered Holders of GE Commercial Mortgage Corporation Commercial Mortgage Pass-Through Certificates, Series 2005-C4, and, as that trustee, on behalf of **WELLS FARGO BANK, N.A.**, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 2006-C1, and **WELLS FARGO BANK, N.A.**, as Trustee for the Holders of **COMM 2005-FL11 Commercial Mortgage Pass-Through Certificates**; and then to, and are currently held by, **2005-C4 DMM PORTFOLIO PROPERTIES, LLC**, formerly known as **DDR MDT MV Portfolio Properties, LLC**; whose mailing address is c/o CW Capital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814 (the "Beneficiary");

WHEREAS, the Deed of Trust and Security Agreement and the Assignment of Leases were given for the purpose of securing the payment of that certain indebtedness set out in the Deed of Trust and Security Agreement, the Assignment of Leases, and related loan documents;

WHEREAS, the Grantor GRANTED, SOLD, and CONVEYED to the Trustee, in trust, the following described property (the "Property"), to-wit:

The real property located in Bexar County, Texas, described in the Deed of Trust and Security Agreement and the Assignment of Leases, as more particularly described in Exhibit A attached hereto and made a part hereof

by reference for all purposes, together with all buildings, structures, fixtures, and improvements thereon, and personal property related thereto or thereon;

TO HAVE AND TO HOLD, the Property, together with all and singular, the rights and appurtenances thereto belonging unto the Trustee, to his successors or substitutes in trust, and to his assigns forever;

WHEREAS, all personal property related to the real property described in Exhibit A secured by the Deed of Trust and Security Agreement and the Assignment of Leases and related UCC1 Financing Statements was noticed for disposition of collateral and sold pursuant to Texas Uniform Commercial Code—Secured Transactions §§9.610; *et seq.*, contemporaneously with, and as part of, this Substitute Trustee's sale;

WHEREAS, the Beneficiary is the current owner and holder of one of the notes that comprise the Note (as defined in the Deed of Trust and Security Agreement and the Assignment of Leases), the agent for the current owners and holders of the other two notes that comprise the Note, and the current owner, holder, and beneficiary of the Deed of Trust and Security Agreement and the Assignment of Leases;

WHEREAS, default has been made in the payment of the Note and the other indebtednesses secured by the Deed of Trust and Security Agreement and the Assignment of Leases (the "Indebtedness") and the Beneficiary has, since those defaults, demanded and requested the Trustee to sell the Property in accordance with the provisions of the Deed of Trust and Security Agreement for the purpose of paying the Indebtednesses;

WHEREAS, on account of the absence of the Trustee; thereupon and thereafter I, NORTH O. WEST, was, by instrument in writing, duly appointed as Substitute Trustee under the provisions of the Deed of Trust and Security Agreement; thereupon demand was made of me that I proceed as Substitute Trustee to make sale of the Property under the terms of the Deed of Trust and Security Agreement for the purpose of paying the Indebtednesses;

WHEREAS, pursuant to that request and to the provisions of the Deed of Trust and Security Agreement, I proceeded to sell the Property at public auction, at the designated location of Bexar County, Texas, at 12:00 p.m., on Tuesday, December 6, 2011, after having given notice of the time, place, and terms of that sale as prescribed by the terms of the Deed of Trust and Security Agreement, and after first filing written notice thereof in the County Clerk's Office of Bexar County, Texas, and posting written notice thereof for at least twenty-one (21) days preceding the day of sale at that designated location; and

WHEREAS, at that sale the Property was by me struck off to the Beneficiary (also, the "Grantee"), whose mailing address is c/o CW Capital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814, being the best and highest bidder for the same, and the consideration described herein being the highest and best bid therefore.


KNOW ALL PERSONS BY THESE PRESENTS, that I, NORTH O. WEST, Substitute Trustee as aforesaid, by virtue of the powers granted to me by the Deed of Trust and Security Agreement, and in consideration of the foregoing premises and of the sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) paid by the Grantee, by a credit bid against the Indebtedness, the receipt whereof is

hereby acknowledged (which sum of money will be applied according to the directions of the Deed of Trust and Security Agreement and related loan documents and Texas law) have GRANTED, SOLD, and CONVEYED the Property.

TO HAVE AND TO HOLD, the Property, together with all and singular, the rights and appurtenances thereto in any way belonging unto the Grantee and its successors and assigns forever, and for and on behalf of the Grantor, I do hereby bind the Grantor to WARRANT and FOREVER DEFEND, all and singular, the Property, in so far as is authorized by the Deed of Trust and Security Agreement, the Assignment of Leases, and related loan documents, unto the Grantee, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Affidavit of the Substitute Trustee and of Eric Zukoski are attached hereto and incorporated herein by reference as if reproduced verbatim.

WITNESS MY HAND, this 31 day of January, 2012.

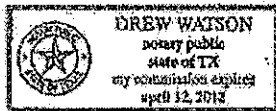

North O. West, Substitute Trustee

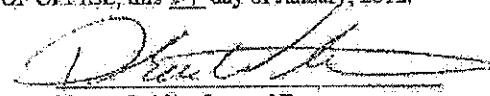
STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared North O. West, Substitute Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of January, 2012.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
QUILTING, SELANDER, LOVINGS, WINSLETT & MOSER P.C.
2001 BRYAN STREET, SUITE 1800
DALLAS, TEXAS 75219
214-871-2100
FBI No. 3389.0441

AFFIDAVIT

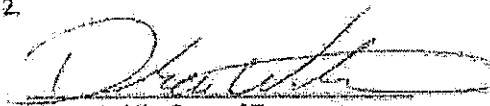
STATE OF TEXAS §
 §
COUNTY OF BEXAR §

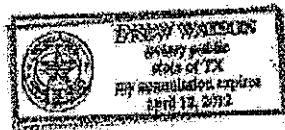
The undersigned, having knowledge of the matters hereinafter set forth, after being duly sworn, deposes and states under oath, as follows:

- 1) A copy of the Notice of Substitute Trustee's Sale was filed in the County Clerk's Office of Bexar County, Texas, at least twenty-one (21) days prior to the date of the foreclosure;
- 2) A copy of the Notice of Substitute Trustee's Sale was posted in the proper area of the Bexar County Courthouse at least twenty-one (21) days prior to the date of the foreclosure; and
- 3) The Notice of Substitute Trustee's Sale set forth the earliest time at which the foreclosure sale would take place and the foreclosure sale took place within three hours of the time set forth in the Notice of Substitute Trustee's Sale.


North O. West, Substitute Trustee

SUBSCRIBED AND SWORN to by NORTH O. WEST, Substitute Trustee, before me, the undersigned authority, on this 31 day of January, 2012.


Notary Public, State of Texas



AFFIDAVIT

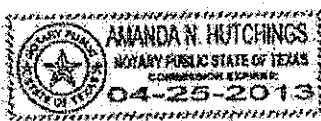
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The undersigned, having knowledge of the matters hereinafter set forth, after being duly sworn, deposes and states under oath, as follows:

2005-C5 DMM PORTFOLIO PROPERTIES, LLC (under its former name DDR MDT MV Portfolio Properties, LLC), or its predecessor-in-interest, WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of GE Commercial Mortgage Corporation Commercial Mortgage Pass-Through Certificates, Series 2005-C4, and, as that trustee, on behalf of WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 2006-C1, and WELLS FARGO BANK, N.A., as Trustee for the Holders of COMM 2005-PL11 Commercial Mortgage Pass-Through Certificates, did, at least twenty-one (21) days preceding the date of the sale made by NORTH O. WEST, Substitute Trustee, serve written notice of the proposed sale, by certified mail, on each debtor obligated to pay such indebtedness according to the records of the holder by deposit of a copy of the Notice of Substitute Trustee's Sale, enclosed in a postpaid wrapper, properly addressed to each such debtor at that debtor's most recent address as shown by the records of the holder of such indebtedness, in a post office or official depository under the care and custody of the United States Postal Service.


Eric Zukoski

SUBSCRIBED AND SWORN to by ERIC ZUKOSKI, of Quilling, Selander, Lownds, Winslett & Moser, P.C., before me, the undersigned authority, on this 21st day of January, 2012.



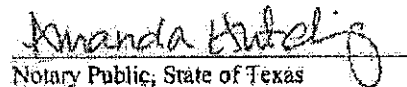

Notary Public, State of Texas

EXHIBIT "A"
Legal Description

THE LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF BEXAR, DESCRIBED AS FOLLOWS:

TRACT I - FEE SIMPLE:

LOT 18, BLOCK 1, NEW CITY BLOCK 16553, INGRAM PLAZA SUBDIVISION, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9509, PAGE 35, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

TRACT II - NON-EXCLUSIVE EASEMENT:

SHORT FORM OF GRANT RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS RUNNING WITH THE LAND DATED DECEMBER 7, 1984, EXECUTED BY AND BETWEEN MERVYN'S, A CALIFORNIA CORPORATION ("MERVYN'S"), AND DAVID M. CURREY ("DEVELOPER"); RECORDED DECEMBER 20, 1984, IN VOLUME 3287, PAGE 392, AND SUBSEQUENTLY AMENDED, DECLARATION OF COVENANTS RUNNING WITH THE LAND, AND DEVELOPMENT AGREEMENT, EXECUTED BY AND BETWEEN MERVYN'S, A CALIFORNIA CORPORATION ("MERVYN'S"), AND INGRAM PLAZA, LTD, A TEXAS LIMITED PARTNERSHIP ("INGRAM"), RECORDED SEPTEMBER 2, 1988, IN VOLUME 4389, PAGE 1082, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS RECORDED IN VOLUME 10978, PAGE 892, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN MDS TEXAS REALTY I, LP, A TEXAS LIMITED PARTNERSHIP AND DDR MDT MV INGRAM LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED SEPTEMBER 28, 2005 IN VOLUME 11667, PAGE 1822, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS.

TRACT III - NON-EXCLUSIVE EASEMENT:

CONSENT AGREEMENT DATED TO BE EFFECTIVE AS OF JANUARY 24, 1996, EXECUTED BY AND AMONG FIESTA TRAILS LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP ("FIESTA TRAILS"), MERVYN'S, A CALIFORNIA CORPORATION ("MERVYN'S"), AND ITHACA INVESTMENTS, LTD, A TEXAS LIMITED PARTNERSHIP, RECORDED FEBRUARY 1, 1996, IN VOLUME 6655, PAGE 51, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AS AFFECTED BY RECIPROCAL EASEMENT AGREEMENT DATED JULY 1, 1992, RECORDED JULY 6, 1992, IN VOLUME 5379, PAGE 1114, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AS AFFECTED BY AMENDMENTS RECORDED IN VOLUME 3440, PAGE 1259, VOLUME 3440, PAGE 1266, AND IN VOLUME 3440 PAGE 1273, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS RECORDED IN VOLUME 10978, PAGE 892, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN MDS TEXAS REALTY I, LP, A TEXAS LIMITED PARTNERSHIP AND DDR MDT MV INGRAM LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED SEPTEMBER 28, 2005 IN VOLUME 11667, PAGE 1822, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS.

TRACT IV - NON-EXCLUSIVE EASEMENT:

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED MAY 22, 1980, EXECUTED BY AND BETWEEN INGRAM PLAZA COMPANY, A TEXAS LIMITED PARTNERSHIP ("DEVELOPER"), AND O.G. WILSON TEXAS, INC, A TEXAS CORPORATION ("WILSON"), RECORDED MAY 23, 1980, IN VOLUME 1950, PAGE 605, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS RECORDED IN VOLUME 10978, PAGE 892, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AS AFFECTED BY THAT CERTAIN AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 2, 1985 IN VOLUME 3440, PAGE 1259, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AS AFFECTED BY THAT CERTAIN AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 2, 1985 IN VOLUME 3440, PAGE 1273, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS. ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN MDS TEXAS REALTY I, LP, A TEXAS LIMITED PARTNERSHIP AND DDR MDT MV INGRAM LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED SEPTEMBER 28, 2005 IN VOLUME 11667, PAGE 1822, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS.

TRACT V - NON-EXCLUSIVE EASEMENT:

CROSS-EASEMENT AGREEMENT DATED FEBRUARY 5, 1980, EXECUTED BY AND AMONG INGRAM PLAZA COMPANY, A TEXAS LIMITED PARTNERSHIP, ET AL., RECORDED JUNE 27, 1980 IN VOLUME 1990, PAGE 608, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS RECORDED IN VOLUME 10978, PAGE 892, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS. ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN MDS TEXAS REALTY I, LP, A TEXAS LIMITED PARTNERSHIP AND DDR MDT MV INGRAM LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED SEPTEMBER 28, 2005 IN VOLUME 11667, PAGE 1822, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS.

Doc# 20120036621
Pages 8
02/29/2012 12:42PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$40.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
02/29/2012 12:42PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff

Exhibit

C

**COURTESY RECORDING
NO TITLE LIABILITY**

Recording Requested by:
Assured Lender Services, Inc.
When Recorded Return to:
Jeffer Mangels Butler & Mitchell LLP
Two Embarcadero Center, Fifth Floor
San Francisco, California 94111-3813
Attention: Nicolas De Lancie, Esq.

* E RECORDING * Page 1 of 6



SEQUENCE: 20122220245
No. Pages: 6
8/9/2012 2:16 PM

F. ANN RODRIGUEZ, RECORDER
Recorded By: MRB (e-recording)



This Transfer is Exempt
from the Affidavit
and Transfer Tax
under ARS § 11-1134(A)

TRUSTEE'S DEED

Relating to Real Property Located at:

3660 South 16th Avenue, Tucson, Pima County, Arizona
(TPN 119-18-0870 7 | Title Order No. 486771 | Trustee's Sale No. F11-00485 AZ)

CWCapital/DDR
Trustee's Deed
(Pima County, Arizona)

SF 1372169v1 71934-0001

TRUSTEE'S DEED

MICHELLE GHIDOTTI, Attorney at Law, c/o ASSURED LENDER SERVICES, INC., 2552 Walnut Avenue, Suite 110, Tustin, California 92780, as the duly appointed trustee (in that capacity, the "Trustee") under the Deed of Trust (defined below), does hereby grant and convey, without covenant or warranty, express or implied, to 2005-C4 DMM PORTFOLIO PROPERTIES, LLC, a Maryland limited liability company (the "Grantee"), the real property located in the County of Maricopa, State of Arizona, described as follows (the "Trust Property"):

See Exhibit A (Legal Description) attached hereto.

This conveyance is made (i) pursuant to the power of sale conferred upon the Trustee by the Fee and Leasehold Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Leases, Rents, and Security Deposits dated as of September 16, 2005, executed by DDR MDT MV ANTIOCH LP, DDR MDT MV SANTA ROSA LP, DDR MDT MV GARDEN GROVE LP, DDR MDT MV SOUTH SAN DIEGO LP, DDR MDT MV REDDING LP, DDR MDT MV INGRAM LP, DDR MDT MV CHINO LP, DDR MDT MV CLOVIS LP, DDR MDT MV SANTA MARIA LP, DDR MDT MV UKIAH LP, DDR MDT MV MADERA LP, DDR MDT MV NORTH FULLERTON I LP, DDR MDT MV TULARE LP, DDR MDT MV PORTERVILLE LP, DDR MDT MV LOMPOC LP, DDR MDT MV PALMDALE LP, DDR MDT MV ANAHEIM HILLS LP, DDR MDT MV SONORA LP, DDR MDT MV FOOTHILL RANCH LP, DDR MDT MV FOLSOM LP, AND DDR MDT MV SLATTEN RANCH LP, each a Delaware limited partnership, and DDR MDT MV WEST LAS VEGAS LLC, DDR MDT MV DEER VALLEY LLC, DDR MDT MV CARSON CITY LLC, DDR MDT MV TUCSON LLC, DDR MDT MV CHANDLER LLC, DDR MDT MV NELLIS CROSSING LLC, DDR MDT MV SUPERSTITION SPRINGS LLC, DDR MDT MV SILVER CREEK LLC, DDR MDT MV RENO LLC, AND DDR MDT MV SW LAS VEGAS LLC, each a Delaware limited liability company, as trustor; to STEWART TITLE & TRUST OF PHOENIX, INC., a Delaware corporation, as trustee with respect to the Trust Property and other real properties located in the State of Arizona (those other real properties, collectively, the "Other Trust Properties"; and the Trust Property and the Other Trust Properties, collectively, the "Arizona Trust Properties"); and the other trustees named therein with respect to other real properties located in other states; for the benefit of GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation, as beneficiary, which was recorded on September 22, 2005, in Docket 12644, at Page 2269, as Sequence 20051850502, in the Office of the County Recorder of Pima County, Arizona; and (ii) in compliance with the laws of the State of Arizona authorizing this conveyance.

The Arizona Trust Properties were sold by the Trustee together in a single sale at public auction on July 16, 2012, in the County of Maricopa, where the Other Trust Properties are located. The Grantee, being the highest bidder at that sale, became the purchaser of the Arizona Trust Properties and made payment therefore to the Trustee of the amount bid, namely \$11,000,000.00, which payment was made by the partial satisfaction, *protanto*, of the obligations

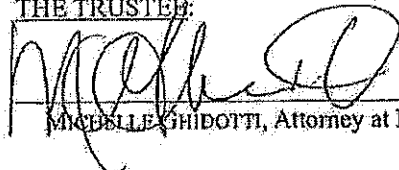
CWCapital/DDR
Trustee's Deed
(Pima County, Arizona)

SF 1372169v1 71934-0001

then secured by the Deed of Trust, together with the foreclosure and expenses related thereto. For the avoidance of doubt, another trustee's deed covers the Other Trust Properties.

The Trustee has conducted a unified foreclosure sale pursuant to the provisions of Arizona Revised Statutes 47-9501(D) and included in the non-judicial foreclosure of the estate described in this Trustee's Deed all of the personal property and fixtures subject to the security interests of the Grantee pursuant to the Deed of Trust that are described in Exhibit B (Personal Property) attached hereto.

Dated: August 8, 2012.

THE TRUSTEE:

MICHELLE GHIDOTTI, Attorney at Law

[Signature Must Be Acknowledged]

CWCapital/DDR
Trustee's Deed
(Pima County, Arizona)

SF 1372169v1 71934-0001

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

s.s.

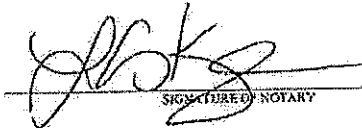
County of Orange

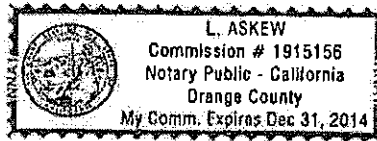
On 8/8, 2012 before me, L. ASKEW, A Notary Public
DATE NAME AND TITLE OF OFFICER

personally appeared MICHELLE GHIDOTTI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY



(Seal)

My Commission expires: _____

Notary Name: _____

Notary Phone: _____

Notary Registration Number: _____

County of Principal Place of Business: _____

CWCapital/DDR
Trustee's Deed
(Pima County, Arizona)
Certificate of Acknowledgement
SF 1372169v1 71934-0001

EXHIBIT A

LEGAL DESCRIPTION
(TUCSON)

REAL PROPERTY LOCATED IN THE CITY OF TUCSON, COUNTY OF PIMA, STATE OF ARIZONA,
DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

LOT 8, OF SANTA CRUZ PLAZA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE
COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 35 OF MAPS, PAGE 85.

PARCEL NO. 2:

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND
PARKING AND OTHER RELATED PURPOSES FOR THE BENEFIT OF PARCEL NO. 1, TO BE USED IN
COMMON WITH OTHERS, OVER THE COMMON AREAS AS DEFINED IN THAT CERTAIN GRANT OF
RECIPROCAL EASEMENT AND DECLARATION OF COVENANTS RUNNING WITH THE LAND
RECORDED JULY 15, 1982 AS DOCKET 6823, PAGE 239; FIRST AMENDMENT RECORDED
FEBRUARY 22, 1983 AS DOCKET 6973, PAGE 1077; SECOND AMENDMENT RECORDED FEBRUARY 28,
1984 AS DOCKET 7228, PAGE 476; THIRD AMENDMENT RECORDED OCTOBER 28, 1985 AS DOCKET
7648, PAGE 904; FOURTH AMENDMENT RECORDED OCTOBER 12, 1994 AS DOCKET 9896, PAGE 1071;
FIFTH AMENDMENT RECORDED JANUARY 13, 1997 AS DOCKET 10460, PAGE 410; SIXTH
AMENDMENT RECORDED SEPTEMBER 01, 2004 AS DOCKET 12378, PAGE 4245 AND ASSIGNMENT
AND ASSUMPTION OF OPERATING AGREEMENTS RECORDED SEPTEMBER 23, 2004 AS DOCKET
12393, PAGE 2424 AND RECORDED SEPTEMBER 22, 2005 AS DOCKET 12644, PAGE 2241.

TPN 119-18-0870 7.

CWCapital/DDR
Trustee's Deed
(Pima County, Arizona)
Exhibit A—Legal Description (Tucson)
SF 1372169v1 71934-0001

EXHIBIT B

PERSONAL PROPERTY

All of the Property (as defined in the Deed of Trust) that is (i) tangible personal property that is located on or at the Trust Property, including Building Equipment (as defined in the Deed of Trust) located thereon or thereat; or (i) intangible personal property—other than accounts, cash, cash equivalents, deposit accounts, payment intangibles, other rights to the payment of money, insurance policies, and instruments—that directly relates to, is derived from, or is used in connection with the Trust Property or any tangible personal property identified in the foregoing clause (i), including REAs (as defined, by reference, in the Deed of Trust), Licenses (as defined in the Deed of Trust), plans and specifications for the construction of the Improvements (as defined in the Deed of Trust), and general intangibles (other than Leases (as defined in the Deed of Trust)) related to, derived from, or used in connection with the ownership, leasing, construction, maintenance, operation, occupancy, or sale of the Trust Property or any of that tangible personal property, including warranties.

**COURTESY RECORDING
NO TITLE LIABILITY**

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20120708173 09/09/2012 02:33
ELECTRONIC RECORDING

1344543428232-12-1-1--
Yorkm

Recording Requested by:
Assured Lender Services, Inc.
When Recorded Return to:
Jeffer Mangels Butler & Mitchell LLP
Two Embarcadero Center, Fifth Floor
San Francisco, California 94111-3813
Attention: Nicolas De Lancie, Esq.

This Transfer is Exempt
from the Affidavit
and Transfer Tax
under ARS § 11-1134(B)

TRUSTEE'S DEED

Relating to Real Property Located at:

2994 North Alma School Road, Chandler, Maricopa County, Arizona
(TPN 302-25-002Z 4 | Title Order No. 486755 | Trustee's Sale No. F11-00484A AZ)

4255 West Thunderbird Road, Phoenix, Maricopa County, Arizona
(TPN 149-26-006M 7 | Title Order No. 486766 | Trustee's Sale No. F11-00484B AZ)

6555 East Southern Avenue, Mesa, Maricopa County, Arizona
(TPN 141-54-044B 1 | Title Order No. 486763 | Trustee's Sale No. F11-00484C AZ)

CWCapital/DDR
Trustee's Deed
(Maricopa County, Arizona)

SF 1372169v1 71934-0001

TRUSTEE'S DEED

MICHELLE GHIDOTTI, Attorney at Law, c/o ASSURED LENDER SERVICES, INC., 2552 Walnut Avenue, Suite 110, Tustin, California 92780, as the duly appointed trustee (in that capacity, the "Trustee") under the Deed of Trust (defined below), does hereby grant and convey, without covenant or warranty, express or implied, to 2005-C4 DMM PORTFOLIO PROPERTIES, LLC, a Maryland limited liability company (the "Grantee"), the real properties located in the County of Maricopa, State of Arizona, described as follows (collectively, the "Trust Properties"):

See Exhibit A (Legal Description) attached hereto.

This conveyance is made (i) pursuant to the power of sale conferred upon the Trustee by the Fee and Leasehold Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Leases, Rents, and Security Deposits dated as of September 16, 2005, executed by DDR MDT MV ANTIOCH LP, DDR MDT MV SANTA ROSA LP, DDR MDT MV GARDEN GROVE LP, DDR MDT MV SOUTH SAN DIEGO LP, DDR MDT MV REDDING LP, DDR MDT MV INGRAM LP, DDR MDT MV CHINO LP, DDR MDT MV CLOVIS LP, DDR MDT MV SANTA MARIA LP, DDR MDT MV UKIAH LP, DDR MDT MV MADERA LP, DDR MDT MV NORTH FULLERTON I LP, DDR MDT MV TULARE LP, DDR MDT MV PORTERVILLE LP, DDR MDT MV LOMPOC LP, DDR MDT MV PALMDALE LP, DDR MDT MV ANAHEIM HILLS LP, DDR MDT MV SONORA LP, DDR MDT MV FOOTHILL RANCH LP, DDR MDT MV FOLSOM LP, AND DDR MDT MV SLATTEN RANCH LP, each a Delaware limited partnership, and DDR MDT MV WEST LAS VEGAS LLC, DDR MDT MV DEER VALLEY LLC, DDR MDT MV CARSON CITY LLC, DDR MDT MV TUCSON LLC, DDR MDT MV CHANDLER LLC, DDR MDT MV NELLIS CROSSING LLC, DDR MDT MV SUPERSTITION SPRINGS LLC, DDR MDT MV SILVER CREEK LLC, DDR MDT MV RENO LLC, AND DDR MDT MV SW LAS VEGAS LLC, each a Delaware limited liability company, as trustor; to STEWART TITLE & TRUST OF PHOENIX, INC., a Delaware corporation, as trustee with respect to the Trust Properties and another real property located in the State of Arizona (that other real property, the "Other Trust Property"; and the Trust Properties and the Other Trust Property, collectively, the "Arizona Trust Properties"); and the other trustees named therein with respect to other real properties located in other states; for the benefit of GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation, as beneficiary, which was recorded on September 23, 2005, as Document No. 2005-1410304, in the Office of the County Recorder of Maricopa County, Arizona; and (ii) in compliance with the laws of the State of Arizona authorizing this conveyance.

The Arizona Trust Properties were sold by the Trustee together in a single sale at public auction on July 16, 2012, in the County of Maricopa, where the Trust Properties are located. The Grantee, being the highest bidder at that sale, became the purchaser of the Arizona Trust Properties and made payment therefore to the Trustee of the amount bid, namely

CWCapital/DDR
Trustee's Deed
(Maricopa County, Arizona)

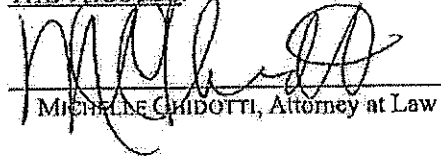
SF 1372169v1 71934-0001

\$11,000,000.00, which payment was made by the partial satisfaction, *protanto*, of the obligations then secured by the Deed of Trust, together with the foreclosure and expenses related thereto. For the avoidance of doubt, another trustee's deed covers the Other Trust Property.

The Trustee has conducted a unified foreclosure sale pursuant to the provisions of Arizona Revised Statutes 47-9501(D) and included in the non-judicial foreclosure of the estate described in this Trustee's Deed all of the personal property and fixtures subject to the security interests of the Grantee pursuant to the Deed of Trust that are described in **Exhibit B (Personal Property)** attached hereto.

Dated: August 8, 2012.

THE TRUSTEE:


MICHELLE CHIODOTTI, Attorney at Law

[Signature Must Be Acknowledged]

CWCapital/DDR
Trustee's Deed
(Maricopa County, Arizona)

SF 1372169v1 71934-0001

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

s.s.

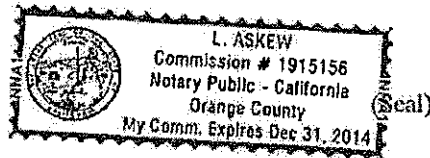
County of Orange

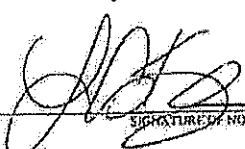
On 8/8/12, 2012, before me, L. Askew, A Notary Public
DATE NAME AND TITLE OF OFFICER

personally appeared MICHELLE GHIDOTTI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




My Commission expires: _____
SIGNATURE OF NOTARY

Notary Name: _____

Notary Phone: _____

Notary Registration Number: _____

County of Principal Place of Business: _____

CWCapital/DDR
Trustee's Deed
(Maricopa County, Arizona)
Certificate of Acknowledgement
SF 1372169v1 71934-0001

EXHIBIT A

LEGAL DESCRIPTION
(CHANDLER)

REAL PROPERTY LOCATED IN THE CITY OF CHANDLER, COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 88 DEGREES 14 MINUTES 42 SECONDS WEST, (AN ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 850.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 14 MINUTES 42 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 17, FOR A DISTANCE OF 581.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 17.00 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 01 DEGREES 45 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 220.00 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 202.36 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 131.00 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 262.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 121.00 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 193.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 29.00 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 141.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 116.00 FEET; THENCE NORTH 46 DEGREES 50 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 67.88 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 10.36 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 73.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 121.00 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 100.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 465.00 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE NORTH 50.00 FEET AND THE EAST 70.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 17; AND

EXCEPT COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 09 MINUTES 13 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 850.00 FEET TO THE NORTHEAST CORNER OF THE PLAT OF DOBSON ESTATES TWO, BOOK 209 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS; THENCE SOUTH 00 DEGREES 56 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 09 MINUTES 13 SECONDS EAST ALONG

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THE SOUTH LINE OF THE NORTH 50.00 FEET OF SAID NORTHEAST QUARTER 615.00 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 47 SECONDS EAST 17.00 FEET TO THE SOUTH LINE OF THE NORTH 67.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 09 MINUTES 13 SECONDS WEST ALONG SAID SOUTH LINE 213.53 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 47 SECONDS EAST 8.00 FEET TO THE SOUTH LINE OF THE NORTH 75.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 09 MINUTES 13 SECONDS WEST ALONG SAID SOUTH LINE 146.25 FEET; THENCE NORTH 85 DEGREES 08 MINUTES 09 SECONDS WEST 100.50 FEET TO THE SOUTH LINE OF THE NORTH 65.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 09 MINUTES 13 SECONDS WEST ALONG SAID SOUTH LINE 155.20 FEET TO THE EAST LINE OF SAID PLAT; THENCE NORTH 00 DEGREES 56 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A NON-EXCLUSIVE EASEMENT FOR PARKING OF MOTOR VEHICLES, INGRESS AND EGRESS, UTILITIES AND PEDESTRIAN TRAFFIC AS CREATED IN INSTRUMENT CAPTIONED GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS RECORDED AS 85-048068 OF OFFICIAL RECORDS; FIRST AMENDMENT RECORDED AS 85-334358 OF OFFICIAL RECORDS AND SECOND AMENDMENT RECORDED AS 98-816820 OF OFFICIAL RECORDS AND ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS RECORDED AS 2004-1106171 OF OFFICIAL RECORDS AND ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT RECORDED AS 2005-1410286 OF OFFICIAL RECORDS, OF MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PART THEREOF AS GRANTED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION BY FINAL ORDER OF CONDEMNATION AS RECORDED AS 2001-0105870 OF OFFICIAL RECORDS AND RECORDED AS 2001-838633 OF OFFICIAL RECORDS.

PARCEL NO. 3:

A NON-EXCLUSIVE EASEMENT FOR PARKING OF MOTOR VEHICLES, INGRESS AND EGRESS, UTILITIES AND PEDESTRIAN TRAFFIC AS CREATED IN INSTRUMENT CAPTIONED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS DOCKET 15578, PAGE 444 AND AMENDMENTS THERETO RECORDED AS 84-161394 OF OFFICIAL RECORDS; RECORDED AS 88-007757 OF OFFICIAL RECORDS; RECORDED AS 88-007759 OF OFFICIAL RECORDS; RECORDED AS 88-007760 OF OFFICIAL RECORDS AND RECORDED AS 88-007761 OF OFFICIAL RECORDS, OF MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PART THEREOF AS GRANTED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION BY FINAL ORDER OF CONDEMNATION AS RECORDED AS 2001-665292 OF OFFICIAL RECORDS.

TPN 302-25-002Z 4.

EXHIBIT A

LEGAL DESCRIPTION
(DEER VALLEY)

REAL PROPERTY LOCATED IN THE CITY OF PHOENIX, COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 15, 475.00 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST 72.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST 155.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST 41.70 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST 244.03 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 18 SECONDS WEST 21.70 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST 122.88 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST 185.00 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST 184.50 FEET; THENCE SOUTH 44 DEGREES 44 MINUTES 18 SECONDS WEST 16.28 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 18 SECONDS WEST 625.09 FEET (MEASURED) 625.00 FEET (RECORD); THENCE NORTH 00 DEGREES 34 MINUTES 48 SECONDS EAST (MEASURED) NORTH 00 DEGREES 45 MINUTES 36 SECONDS EAST (RECORD) 713.95 FEET (MEASURED) 714.00 FEET (RECORD); THENCE NORTH 45 DEGREES 09 MINUTES 22 SECONDS EAST 22.91 FEET (MEASURED) 22.79 FEET (RECORD); THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST 144.63 (MEASURED) 145.47 FEET (RECORD); THENCE SOUTH 84 DEGREES 31 MINUTES 21 SECONDS EAST 120.76 FEET (MEASURED) 120.00 FEET (RECORD); THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST 140.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING PROPERTY DESCRIBED IN EXCEPTION NO. 1 THROUGH EXCEPTION NO. 4:

EXCEPTION NO. 1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 60.00 FEET OF SAID NORTHWEST QUARTER WITH THE EAST LINE OF THE WEST 55.00 FEET THEREOF; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECOND EAST ALONG SAID SOUTH LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 4.00 FEET; THENCE SOUTHWESTERLY TO A POINT

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ON SAID EAST LINE WHICH IS 20.00 FEET SOUTHERLY OF THE POINT OF COMMENCEMENT; THENCE NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 4.00 FEET; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PART OF SAID NORTHWEST QUARTER DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT OF COMMENCEMENT; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 161.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84 DEGREES 31 MINUTES 21 SECONDS EAST A DISTANCE OF 120.00 FEET TO THE SOUTH LINE OF THE NORTH 72.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 44 MINUTES 18 SECONDS WEST ALONG LAST SAID SOUTH LINE A DISTANCE OF 171.50 FEET; THENCE NORTHWESTERLY TO A POINT ON FIRST SAID SOUTH LINE DISTANT 122.10 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST ALONG FIRST SAID SOUTH LINE TO THE POINT OF BEGINNING.

EXCEPTION NO. 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 60.00 FEET OF SAID NORTHWEST QUARTER WITH THE EAST LINE OF THE WEST 55.00 FEET THEREOF; THENCE SOUTH, ALONG SAID EAST LINE, A DISTANCE OF 328.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, ALONG SAID EAST LINE, A DISTANCE OF 80.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST TO THE EAST LINE OF THE WEST 68.00 FEET OF SAID NORTHWEST QUARTER; THENCE NORTH, ALONG LAST SAID EAST LINE, A DISTANCE OF 54.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST TO THE POINT OF BEGINNING.

EXCEPTION NO. 3:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 74.95 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST A DISTANCE OF 72.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 58.68 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST A DISTANCE OF 3.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 33.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 42 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 35.32 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 26 SECONDS WEST A DISTANCE OF 171.10 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 18 SECONDS WEST A DISTANCE OF 148.00 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 26 SECONDS EAST A DISTANCE OF 150.10 FEET; THENCE NORTH 45 DEGREES 09 MINUTES 22 SECONDS EAST A DISTANCE OF 29.91 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTION NO. 4:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 74.13 FEET; THENCE SOUTH 00 DEGREE 15 MINUTES 42 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 19.37 FEET; THENCE SOUTH 80 DEGREES 32 MINUTES 02 SECONDS EAST A DISTANCE OF 71.02 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 3.14 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 18 SECONDS WEST A DISTANCE OF 33.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 42 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 18 SECONDS WEST A DISTANCE OF 58.68 FEET; THENCE SOUTH 45 DEGREES 09 MINUTES 22 SECONDS WEST A DISTANCE OF 29.91 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 26 SECONDS EAST A DISTANCE OF 13.00 FEET; THENCE NORTH 45 DEGREES 09 MINUTES 22 SECONDS EAST A DISTANCE OF 28.49 FEET; FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A NON-EXCLUSIVE EASEMENT FOR PARKING, INGRESS, EGRESS, PUBLIC UTILITIES AND PEDESTRIAN TRAFFIC AS SET FORTH IN GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS RUNNING WITH THE LAND RECORDED IN DOCKET 13179, PAGE 268 AND FIRST AMENDMENT RECORDED AS DOCKET 14695, PAGE 336; SECOND AMENDMENT RECORDED AS 83-022176 OF OFFICIAL RECORDS; THIRD AMENDMENT RECORDED AS 89-524313 OF OFFICIAL RECORDS; ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENT DATED SEPTEMBER 22, 2004 AS 2004-1105999 OF OFFICIAL RECORDS AND RECORDED SEPTEMBER 23, 2005 AS 2005-1410296 OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA.

TPN 149-26-006M 7.

EXHIBIT A

LEGAL DESCRIPTION (SUPERSTITION SPRINGS)

REAL PROPERTY LOCATED IN THE CITY OF MESA, COUNTY OF MARICOPA, STATE OF ARIZONA,
DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THAT PORTION OF THE NORTH HALF OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 6 EAST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS
FOLLOWS:

COMMENCING FOR A TIE AT THE NORTH QUARTER CORNER OF SAID SECTION 36 BEING
MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN THE CENTERLINE OF SOUTHERN
AVENUE, THE NORTH LINE OF THE NORTHEAST QUARTER OF WHICH BEARS NORTH 89 DEGREES
11 MINUTES 57 SECONDS EAST A DISTANCE OF 2,640.85 FEET; THENCE NORTH 89 DEGREES 11
MINUTES 57 SECONDS EAST, ALONG SAID NORTH LINE 1,320.00 FEET; THENCE SOUTH 00 DEGREES
48 MINUTES 03 SECONDS EAST, 65.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF
SOUTHERN AVENUE AS RECORDED IN BOOK 327 OF MAPS, PAGE 1, RECORDS OF MARICOPA
COUNTY, ARIZONA, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89
DEGREES 11 MINUTES 57 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE 64.27 FEET; THENCE
SOUTH 00 DEGREES 49 MINUTES 03 SECONDS EAST, 70.00 FEET; THENCE SOUTH 86 DEGREES 00
MINUTES 00 SECONDS EAST, 16.01 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 00 SECONDS
WEST, 164.31 FEET; THENCE SOUTH 49 DEGREES 00 MINUTES 00 SECONDS WEST, 14.14 FEET;
THENCE SOUTH 04 DEGREES 00 MINUTES 00 SECONDS WEST, 34.58 FEET; THENCE NORTH 86
DEGREES 00 MINUTES 00 SECONDS WEST, 582.40 FEET TO A POINT OF CURVATURE LEFT; THENCE
ALONG SAID CURVE LEFT, HAVING A RADIUS OF 544.18 FEET, A CENTRAL ANGLE OF 38 DEGREES
23 MINUTES 37 SECONDS, AN ARC DISTANCE OF 364.65 FEET; THENCE SOUTH 41 DEGREES 00
MINUTES 00 SECONDS EAST, 238.31 FEET; THENCE NORTH 29 DEGREES 00 MINUTES 00 SECONDS
EAST, 59.59 FEET; THENCE SOUTH 41 DEGREES 00 MINUTES 00 SECONDS EAST, 379.88 FEET;
THENCE SOUTH 86 DEGREES 00 MINUTES 00 SECONDS EAST 280.43 FEET; THENCE NORTH 04
DEGREES 00 MINUTES 00 SECONDS EAST, 476.79 FEET; THENCE SOUTH 86 DEGREES 00 MINUTES 00
SECONDS EAST, 231.20 FEET; THENCE NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST, 274.54
FEET TO A POINT OF CURVATURE LEFT; THENCE ALONG SAID CURVE LEFT, HAVING A RADIUS OF
400.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 48 MINUTES 06 SECONDS (MEASURED) 04
DEGREES 48 MINUTES 03 SECONDS (RECORD), AN ARC DISTANCE OF 33.52 FEET TO A POINT ON
THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTHERN AVENUE AND TRUE POINT OF
BEGINNING.

PARCEL NO. 2:

ALL EASEMENTS APPURTENANT TO PARCEL NO. 1, INCLUDING, BUT NOT LIMITED TO
EASEMENTS FOR INGRESS AND EGRESS, AUTOMOBILE PARKING, PEDESTRIAN USES,
CONSTRUCTION, INSTALLATION, OPERATION AND MAINTENANCE OF SEPARATE AND COMMON
UTILITY LINES, STRUCTURE SUPPORT AND SIGNS, ALL AS GRANTED IN THAT CERTAIN

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DOCUMENT ENTITLED CONSTRUCTION, OPERATIONS AND RECIPROCAL EASEMENT AGREEMENT DATED AS OF SEPTEMBER 01, 1989 RECORDED DECEMBER 23, 1991 AS 91-600087 OF OFFICIAL RECORDS; FIRST AMENDMENT RECORDED AS 93-130105 OF OFFICIAL RECORDS; SECOND AMENDMENT RECORDED JUNE 28, 1995 AS 95-374249 OF OFFICIAL RECORDS; ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS RECORDED AS 2004-1106255 OF OFFICIAL RECORDS AND ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 23, 2005 AS 2005-1410291 OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3:

THOSE CERTAIN RIGHTS GRANTED IN AGREEMENT RESPECTING EASEMENTS AND RESTRICTIONS DATED DECEMBER 31, 1990 AND RECORDED JANUARY 03, 1991 AS 91-001929 OF OFFICIAL RECORDS; FIRST AMENDMENT RECORDED DECEMBER 19, 1997 AS 97-890746 OF OFFICIAL RECORDS; ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS RECORDED AS 2004-1106255 OF OFFICIAL RECORDS AND ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 23, 2005 AS 2005-1410291 OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA.

TPN 141-54-044B 1.

EXHIBIT B

PERSONAL PROPERTY

All of the Property (as defined in the Deed of Trust) that is (i) tangible personal property that is located on or at any of the Trust Properties, including Building Equipment (as defined in the Deed of Trust) located thereon or thereat; or (i) intangible personal property—other than accounts, cash, cash equivalents, deposit accounts, payment intangibles, other rights to the payment of money, insurance policies, and instruments—that directly relates to, is derived from, or is used in connection with any of the Trust Properties or any tangible personal property identified in the foregoing clause (i), including REAs (as defined, by reference, in the Deed of Trust), Licenses (as defined in the Deed of Trust), plans and specifications for the construction of the Improvements (as defined in the Deed of Trust), and general intangibles (other than Leases (as defined in the Deed of Trust)) related to, derived from, or used in connection with the ownership, leasing, construction, maintenance, operation, occupancy, or sale of any of the Trust Properties or any of that tangible personal property, including warranties.

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Exhibit B—Personal Property
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Exhibit

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